

Leinart Law Firm
 11520 N. Central Expressway
 Suite 212
 Dallas, Texas 75243

Bar Number: 00794156
 Phone: (469) 232-3328

**IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**

In re: **Kaye Yecal Bealer**

2947 Montalbo
 Grand Prairie, TX 75054

xxx-xx-9960

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Case No: **19-40976-elm-13**

Date: **3/19/2019**
 Chapter 13

Debtor(s)

**DEBTOR'S(S') CHAPTER 13 PLAN
 (CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- This *Plan* does not contain any *Nonstandard Provisions*.
- This *Plan* contains *Nonstandard Provisions* listed in Section III.
- This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: **\$5,110.00**

Value of Non-exempt property per § 1325(a)(4): **\$27,000.00**

Plan Term: **59 months**

Monthly Disposable Income per § 1325(b)(2): **\$0.00**

Plan Base: **\$301,490.00**

Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Applicable Commitment Period: **60 months**

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Debtor(s): Kaye Yecal Bealer

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, Debtor(s) hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I
DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 7/1/17

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$5,110.00 per month, months 1 to 59.

For a total of \$301,490.00 (estimated "Base Amount").

First payment is due 4/4/2019.

The applicable commitment period ("ACP") is 60 months.

Monthly Disposable Income ("DI") calculated by Debtor(s) per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the Debtor(s), shall be no less than:
\$0.00.

Debtor's(s') equity in non-exempt property, as estimated by Debtor(s) per § 1325(a)(4), shall be no less than:
\$27,000.00.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

DSO CLAIMANTS	SCHED. AMOUNT	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT <u>\$ </u> PER MO.
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- C. **ATTORNEY FEES:** To Leinart Law Firm, total: \$3,700.00;
\$0.00 Pre-petition; \$3,700.00 disbursed by the *Trustee*.

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D.(1) PRE-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT
Rushmore Lms 2947 Montalbo Grand Prairie, TX 75054	\$15,646.53	3/1/2019	0.00%	Month(s) 1-56	Pro-Rata

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST-PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
Rushmore Lms 2947 Montalbo Grand Prairie, TX 75054	58 month(s)	\$2,572.51	6/1/2019

D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT
Rushmore Lms 2947 Montalbo Grand Prairie, TX 75054	\$5,145.02	4/1/2019 and 5/1/2019	0.00%	Month(s) 1-56	Pro-Rata

E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TREATMENT
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Internal Revenue Service	\$75,000.00	\$75,000.00	4.00%	Pro-Rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TREATMENT
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Fort Worth Community C 2012 Mazda 3	\$6,924.81	8.75%	Pro-Rata
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The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Tarrant County Tax Assessor	2947 Montalbo Grand Prairie, TX 75054	\$7,684.19

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
Aaa Debt Rec	\$0.00	
Aes/pheaa Rehabs	\$898.00	
Aes/pheaa Rehabs	\$897.00	
Ally Financial	\$0.00	
AmeriCredit/GM Financial	\$0.00	
Amex	\$0.00	
Amex	\$0.00	
Anheuser-Busch Employees Credit Union	\$0.00	

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Barclays Bank Delaware	\$0.00
Capital Bank	\$0.00
Capital One	\$0.00
Capital One	\$0.00
Capital One	\$0.00
Capital One / Saks F	\$0.00
CarMax Auto Finance	\$0.00
Chase Card Services	\$0.00
Chrysler Financial/TD Auto	\$0.00
Citicards Cbna	\$0.00
Clearview Cu	\$0.00
Comenity Bank	\$0.00
Comenity Bank/Ann Taylor	\$0.00
Comenity bank/J Crew	\$0.00
Comenity Bank/Overstock	\$769.00
Comenity Bank/Restoration Hardware	\$0.00
Comenity Bank/Victoria Secret	\$0.00
Comenity Bank/Wayfair	\$0.00
Comenity Bank/Woman Within	\$0.00
Comenity Bank/womnwt	\$0.00
Comenity Bank/Z Gallerie	\$0.00
Comenitybank/westelm	\$0.00
Compass Bank	\$0.00
Compass Bank	\$0.00
Credit One Bank	\$1,943.00
Credit One Bank	\$0.00
Credit Systems International, Inc	\$0.00
Discover Financial	\$667.00
First Electronic Bank	\$0.00
Genesis Bc/celtic Bank	\$0.00
Haverty's Credit Services	\$0.00
Haverty's Credit Services	\$0.00
Haverty's Credit Services	\$0.00
Kohls/Capital One	\$0.00
Mercury/FBT	\$0.00
Neighborhood Credit Union	\$390.00
Neighborhood Credit Union	\$0.00
Nordstrom FSB	\$0.00
ollo	\$1,330.00
Public Savings Bank	\$0.00
Rosssmns/cbna	\$0.00
RoundPoint Mortgage Servicing Corporatio	\$0.00
Synchrony Bank/Amazon	\$0.00
Synchrony Bank/Care Credit	\$0.00
Synchrony Bank/TJX	\$0.00

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Synchrony Bank/Walmart	\$0.00
Target	\$0.00
Texas Trust Credit Uni	\$0.00
United Revenue Corp	\$0.00
Visa Dept Store National Bank/Macy's	\$0.00
Wells Fargo Bank	\$0.00
Wells Fargo Hm Mortgag	\$0.00
TOTAL SCHEDULED UNSECURED:	\$6,894.00

The *Debtor's(s')* estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 100%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT

SECTION II
DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The *Trustee*" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

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Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

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J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

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T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 *Plan*, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

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12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No: 19-40976-elm-13

Debtor(s): **Kaye Yecal Bealer**

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Marcus Leinart

Marcus Leinart, Debtor's(s) Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s) Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Marcus Leinart

Marcus Leinart, Debtor's(s) Counsel

00794156

State Bar Number

Case No: 19-40976-elm-13
 Debtor(s): **Kaye Yecal Bealer**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the 19th day of March, 2019:

(List each party served, specifying the name and address of each party)

Dated: March 19, 2019

/s/ Marcus Leinart

Marcus Leinart, Debtor's(s') Counsel

Aaa Debt Rec xx8468 Pob 129 Monroeville, PA 15146	Amex xxxxxxxxxxxx2943 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Capital One xxxxxxxxxxxx3089 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130
Aes/pheaa Rehabs xxxxxxxxxxxx0001 Attn: Bankruptcy Dept PO Box 2461 Harrisburg, PA 17105	Anheuser-Busch Employees Credit Union xxxxx1501 Attn: Bankruptcy 1001 Lynch St St Louis, MO 63118	Capital One / Saks F xxxxxx1872 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130
Aes/pheaa Rehabs xxxxxxxxxxxx0002 Attn: Bankruptcy Dept PO Box 2461 Harrisburg, PA 17105	Barclays Bank Delaware xxxxxxxxxxxx2521 Attn: Correspondence PO Box 8801 Wilmington, DE 19899	CarMax Auto Finance xxxx0083 Attn: Bankruptcy PO Box 440609 Kennesaw, GA 30160
Ally Financial xxxxxxxx9058 Attn: Bankruptcy Dept PO Box 380901 Bloomington, MN 55438	Capital Bank xxxxxxxxxxxx5455 Attn: Bankruptcy 1 Church St. # 300 Rockville, MD 20850	Chase Card Services xxxxxxxxxxxx1579 Attn: Bankruptcy PO Box 15298 Wilmington, DE 19850
AmeriCredit/GM Financial xxxxx7579 Attn: Bankruptcy PO Box 183853 Arlington, TX 76096	Capital One xxxxxxxxxxxx5700 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Chrysler Financial/TD Auto xxxxxx7443 Attn: Bankruptcy PO Box 9223 Farmington Hills, MI 48333
Amex xxxxxxxxxxxx5883 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Capital One xxxxxxxxxxxx6679 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Citicards Cbna xxxxxxxxxxxx4253 Citi Bank PO Box 6077 Sioux Falls, SD 57117

Case No: 19-40976-elm-13

Debtor(s): Kaye Yecal Bealer

Clearview Cu xxxxxxxxx0001 Attn: Bankruptcy 8805 University Blvd Moon Township, PA 15108	Comenity Bank/Woman Within xxxxx5617 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Credit Systems International, Inc xxxxx7393 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Comenity Bank xxxxxxxxxxxxx6914 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Comenity Bank/womnwt xxxxx6274 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Discover Financial xxxxxxxxxxxxx4676 PO Box 3025 New Albany, OH 43054
Comenity Bank/Ann Taylor xxxxxxxxxxxxx1627 Attn: Bankruptcy Dept PO Box 182125 Columbus, OH 43218	Comenity Bank/Z Gallerie xxxxxxxxxxxxx8969 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	First Electronic Bank xxxxxxxxxxxxx1547 Attn: Bankruptcy PO Box 521271 Salt Lake City, UT 84152
Comenity bank/J Crew xxxxxxxxxxxxx0724 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Comenitybank/westelm xxxxxxxxxxxxx2927 Attn: Bankruptcy Dept PO Box 182125 Columbus, OH 43218	Fort Worth Community C xxxxxx0143 PO Box 210848 Bedford, TX 76095
Comenity Bank/Overstock xxxxxxxxxxxxx2418 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Compass Bank xxxxxxxxxxxxx9169 Attn: Bankruptcy PO Box 10566 Birmingham, AL 35296	Genesis Bc/celtic Bank xxxxxxxxxxxxx5973 Attn: Bankruptcy 268 South State Street Ste 300 Salt Lake City, UT 84111
Comenity Bank/Restoration Hardware xxxxxxxxxxxxx0423 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Compass Bank xxxxxxxxxxxxx6009 Attn: Bankruptcy PO Box 10566 Birmingham, AL 35296	Haverty's Credit Services xxxxxxxxxxxxx3601 Attn: Bankruptcy PO Box 5787 Chattanooga, TN 37406
Comenity Bank/Victoria Secret xxxxxxxxxxxxx7131 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Credit One Bank xxxxxxxxxxxxx5205 ATTN: Bankruptcy Department PO Box 98873 Las Vegas, NV 89193	Haverty's Credit Services xxxxxxxxxxxxx3612 Attn: Bankruptcy PO Box 5787 Chattanooga, TN 37406
Comenity Bank/Wayfair xxxxxxxxxxxxx2908 Attn: Bankruptcy Dept PO Box 182125 Columbus, OH 43218	Credit One Bank xxxxxxxxxxxxx3360 ATTN: Bankruptcy Department PO Box 98873 Las Vegas, NV 89193	Haverty's Credit Services xxxxxxxxxxxxx4996 Attn: Bankruptcy PO Box 5787 Chattanooga, TN 37406

Case No: 19-40976-elm-13

Debtor(s): **Kaye Yecal Bealer**

Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346	Pam Bassel 7001 Blvd 26, Suite 150 North Richland Hills, TX 76180	Synchrony Bank/Walmart xxxxxxxxxxxx5024 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Kaye Yecal Bealer 2947 Montalbo Grand Prairie, TX 75054	Public Savings Bank xxxxxxxxxxxx0422 2755 Philmont Ave Huntingdon Valley, PA 19006	Target xxxxxxxxxxxx1569 Attn: Bankruptcy PO Box 9475 Minneapolis, MN 55440
Kohls/Capital One xxxxxxxxxxxx0516 Kohls Credit PO Box 3120 Milwaukee, WI 53201	Rosssmns/cbna xxxxxxxxxxxx8315 Po Box 6497 Sioux Falls, SD 57117	Tarrant County Tax Assessor xxxxxxxx3228 100 E. Weatherford Ft. Worth, TX 76196
Mercury/FBT xxxxxxxxxxxx1111 Attn: Bankruptcy PO Box 84064 Columbus, GA 31908	RoundPoint Mortgage Servicing Corporatio xxxxxxxxx4501 Attn: Bankruptcy PO Box 19409 Charlotte, NC 28219	Texas Trust Credit Uni xxxxxx0800 1900 Country Club Lane Mansfield, TX 76063
Neighborhood Credit Union xxxxxxxxxxxx0031 Attn: Bankruptcy PO Box 803476 Dallas, TX 75380	Rushmore Lms xxxxxxxx7921 Attn: Bankruptcy PO Box 52706 Irvine, CA 92619	United Revenue Corp xxx0474 204 Billings St Suite 120 Arlington, TX 76010
Neighborhood Credit Union xxxxxxxx0050 Attn: Bankruptcy PO Box 803476 Dallas, TX 75380	Synchrony Bank/Amazon xxxxxxxxxxxx8779 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Visa Dept Store National Bank/Macy's xxxxxxxx2590 Attn: Bankruptcy PO Box 8053 Mason, OH 45040
Nordstrom FSB xxxxxxxxxxxx4019 ATTN: Bankruptcy PO Box 6555 Englewood, CO 80155	Synchrony Bank/Care Credit xxxxxxxxxxxx9563 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896	Wells Fargo Bank xxxxxxxxxxxx8001 Attn: Bankruptcy Dept PO Box 6429 Greenville, SC 29606
ollo xxxxxxxxxxxx1301 Attn: Bankruptcy PO Box 9222 Old Bethpage, NY 11804	Synchrony Bank/TJX xxxxxxxxxxxx5147 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Wells Fargo Hm Mortgag xxxxxxxx6432 Po Box 10335 Des Moines, IA 50306

Leinart Law Firm
 11520 N. Central Expressway
 Suite 212
 Dallas, Texas 75243

Bar Number: **00794156**
 Phone: **(469) 232-3328**

**IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**

Revised 10/1/2016

IN RE: **Kaye Yecal Bealer** **xxx-xx-9960** **§** CASE NO: **19-40976-elm-13**
 2947 Montalbo
 Grand Prairie, TX 75054
§
§
§
§

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS **DATED: 3/19/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	\$5,110.00	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$510.50	\$511.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$70.35	\$0.00
Subtotal Expenses/Fees	\$585.85	\$511.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$4,524.15	\$4,599.00

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Fort Worth Community C	2012 Mazda 3	\$6,924.81	\$7,650.00	1.25%	\$95.63

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$95.63**

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Rushmore Lms	2947 Montalbo Grand Prairie, TX 7	6/1/2019	\$281,212.00	\$360,000.00	\$2,572.51

Payments for Current Post-Petition Mortgage Payments (Conduit): **\$2,572.51**

Case No: 19-40976-elm-13
 Debtor(s): Kaye Yecal Bealer

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:					\$0.00

TOTAL PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$95.63
Debtor's Attorney, per mo:	\$3,700.00
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$2,572.51
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$95.63
Debtor's Attorney, per mo:	\$0.00
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 3/19/2019

/s/ Marcus Leinart
 Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **Kaye Yecal Bealer**CASE NO. **19-40976-elm-13**CHAPTER **13**

Certificate of Service

I hereby certify that on this date, I did serve a true and correct copy of the foregoing to the following interested parties and those listed on the attached matrix by United States Mail, First Class:

Date: 3/19/2019/s/ Marcus Leinart**Marcus Leinart**

Attorney for the Debtor(s)

Aaa Debt Rec
Pob 129
Monroeville, PA 15146

Barclays Bank Delaware
Attn: Correspondence
PO Box 8801
Wilmington, DE 19899

Chrysler Financial/TD Auto
Attn: Bankruptcy
PO Box 9223
Farmington Hills, MI 48333

Aes/pheaa Rehabs
Attn: Bankruptcy Dept
PO Box 2461
Harrisburg, PA 17105

Capital Bank
Attn: Bankruptcy
1 Church St. # 300
Rockville, MD 20850

Citicards Cbna
Citi Bank
PO Box 6077
Sioux Falls, SD 57117

Ally Financial
Attn: Bankruptcy Dept
PO Box 380901
Bloomington, MN 55438

Capital One
Attn: Bankruptcy
PO Box 30285
Salt Lake City, UT 84130

Clearview Cu
Attn: Bankruptcy
8805 University Blvd
Moon Township, PA 15108

AmeriCredit/GM Financial
Attn: Bankruptcy
PO Box 183853
Arlington, TX 76096

Capital One / Saks F
Attn: Bankruptcy
PO Box 30285
Salt Lake City, UT 84130

Comenity Bank
Attn: Bankruptcy
PO Box 182125
Columbus, OH 43218

Amex
Correspondence/Bankruptcy
PO Box 981540
El Paso, TX 79998

CarMax Auto Finance
Attn: Bankruptcy
PO Box 440609
Kennesaw, GA 30160

Comenity Bank/Ann Taylor
Attn: Bankruptcy Dept
PO Box 182125
Columbus, OH 43218

Anheuser-Busch Employees Credit
Union
Attn: Bankruptcy
1001 Lynch St
St Louis, MO 63118

Chase Card Services
Attn: Bankruptcy
PO Box 15298
Wilmington, DE 19850

Comenity bank/J Crew
Attn: Bankruptcy
PO Box 182125
Columbus, OH 43218

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **Kaye Yecal Bealer**CASE NO. **19-40976-elm-13**CHAPTER **13**

Certificate of Service

(Continuation Sheet #1)

Comenity Bank/Overstock Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Comenitybank/westelm Attn: Bankruptcy Dept PO Box 182125 Columbus, OH 43218	Genesis Bc/celtic Bank Attn: Bankruptcy 268 South State Street Ste 300 Salt Lake City, UT 84111
Comenity Bank/Restoration Hardware Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Compass Bank Attn: Bankruptcy PO Box 10566 Birmingham, AL 35296	Haverty's Credit Services Attn: Bankruptcy PO Box 5787 Chattanooga, TN 37406
Comenity Bank/Victoria Secret Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Credit One Bank ATTN: Bankruptcy Department PO Box 98873 Las Vegas, NV 89193	Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346
Comenity Bank/Wayfair Attn: Bankruptcy Dept PO Box 182125 Columbus, OH 43218	Credit Systems International, Inc Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Kaye Yecal Bealer 2947 Montalbo Grand Prairie, TX 75054
Comenity Bank/Woman Within Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Discover Financial PO Box 3025 New Albany, OH 43054	Kohls/Capital One Kohls Credit PO Box 3120 Milwaukee, WI 53201
Comenity Bank/womnwt Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	First Electronic Bank Attn: Bankruptcy PO Box 521271 Salt Lake City, UT 84152	Leinart Law Firm 11520 N. Central Expressway Suite 212 Dallas, Texas 75243
Comenity Bank/Z Gallerie Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Fort Worth Community C PO Box 210848 Bedford, TX 76095	Mercury/FBT Attn: Bankruptcy PO Box 84064 Columbus, GA 31908

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **Kaye Yecal Bealer**CASE NO. **19-40976-elm-13**CHAPTER **13**

Certificate of Service

(Continuation Sheet #2)

Neighborhood Credit Union Attn: Bankruptcy PO Box 803476 Dallas, TX 75380	Rushmore Lms Attn: Bankruptcy PO Box 52706 Irvine, CA 92619	Texas Trust Credit Uni 1900 Country Club Lane Mansfield, TX 76063
Nordstrom FSB ATTN: Bankruptcy PO Box 6555 Englewood, CO 80155	Synchrony Bank/Amazon Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	United Revenue Corp 204 Billings St Suite 120 Arlington, TX 76010
ollo Attn: Bankruptcy PO Box 9222 Old Bethpage, NY 11804	Synchrony Bank/Care Credit Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896	United States Trustee- Northern District 1100 Commerce St, Rm 976 Dallas, TX 75242
Pam Bassel 7001 Blvd 26, Suite 150 North Richland Hills, TX 76180	Synchrony Bank/TJX Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Visa Dept Store National Bank/Macy's Attn: Bankruptcy PO Box 8053 Mason, OH 45040
Public Savings Bank 2755 Philmont Ave Huntingdon Valley, PA 19006	Synchrony Bank/Walmart Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Wells Fargo Bank Attn: Bankruptcy Dept PO Box 6429 Greenville, SC 29606
Rosssmns/cbna Po Box 6497 Sioux Falls, SD 57117	Target Attn: Bankruptcy PO Box 9475 Minneapolis, MN 55440	Wells Fargo Hm Mortgag Po Box 10335 Des Moines, IA 50306
RoundPoint Mortgage Servicing Corporatio Attn: Bankruptcy PO Box 19409 Charlotte, NC 28219	Tarrant County Tax Assessor 100 E. Weatherford Ft. Worth, TX 76196	